

Oskaloosa

PPME #2003 (Police)

7/1/2005 6/30/2008

AGREEMENT
BETWEEN
CITY OF OSKALOOSA, IOWA
AND
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003, IUPAT AFL-CIO
(POLICE DEPARTMENT)
July 1, 2005
to
June 30, 2008

TABLE OF CONTENTS

PREAMBLE	page 1
ARTICLE 1. - Recognition	page 1
ARTICLE 2. - Definitions	page 1, 2
ARTICLE 3. - Management Rights	page 2, 3
ARTICLE 4. - Union Rights and Responsibilities	page 3, 4
ARTICLE 5. - Work Stoppage	page 4
ARTICLE 6. - Dues Checkoff	page 5
ARTICLE 7. - Civil Service	page 5
ARTICLE 8. - Seniority	page 5, 6
ARTICLE 9. - Procedure for Staff Reduction	page 6, 7
ARTICLE 10. - Job Classification & Assignment	page 7
ARTICLE 11. - Hours of Work	page 7, 8
ARTICLE 12. - Overtime	page 8-10
ARTICLE 13. - Holidays	page 10, 11
ARTICLE 14. - Vacations	page 11, 12
ARTICLE 15. - Leaves of Absence	page 12-14
ARTICLE 16. - Grievance Procedure	page 14-16
ARTICLE 17. - Insurance	page 16, 17
ARTICLE 18. - Health and Safety	page 17
ARTICLE 19. - Wages	page 17
ARTICLE 20. - Supplemental Pay	page 18
ARTICLE 21. - General Conditions	page 18, 19
ARTICLE 22. - Effective Period	page 19
APPENDIX A	
APPENDIX B	

PREAMBLE

THIS AGREEMENT is entered into by and between the City of Oskaloosa, Iowa, hereinafter referred to as "Employer", and the Public, Professional and Maintenance Employees, Local 2003, IUPAT AFL-CIO hereinafter referred to as "Union."

ARTICLE 1.

Recognition

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 3612 dated April 14, 1988, to-wit:

INCLUDED: Police Officer, Parking Enforcement Officer, Animal Control Officer, Police Records Clerk

EXCLUDED: Chief of Police, Assistant Chief of Police, Lieutenant, Secretary-Dispatcher, and all other excluded by the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2.

Definitions

SECTION 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

SECTION 2. PERB is the Iowa Public Employment Relations Board.

SECTION 3. BARGAINING UNIT is the bargaining unit recognized by the employer and defined in Article I, Recognition, Section 1 hereof.

SECTION 4. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

SECTION 5. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

SECTION 6. PROBATIONARY EMPLOYEES

A. POLICE OFFICERS. With regard to police officers, a probationary employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service. During the probationary period, such employee may be removed or discharged from such position without the right to appeal to the Civil Service Commission.

This probationary period for police officers is in addition to any other probationary period an employee must serve, even if the employee has completed a different probationary period for the Employer.

B. NON-POLICE OFFICERS. With regard to non-police officers, a probationary employee is an employee who has not successfully completed six (6) months of continuous service.

C. PROMOTIONAL PROBATIONARY PERIOD. All promotional appointments shall be subject to a probationary period of sixty (60) days continuous service, which period shall be utilized for closely observing the promoted employee's work and for securing the effective adjustment of the promoted employee in the new position. Promoted employees whose performance during the probationary period is unsatisfactory to the Employer may be returned to the position previously held without loss of seniority. At least two (2) weeks prior to the expiration of the probationary period, the Employer shall make the final determination and shall give written notice of rejection or of permanent promotion to the employee.

SECTION 7. PART-TIME EMPLOYEE is any person within the bargaining unit employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

SECTION 8. A TEMPORARY EMPLOYEE is any person employed by the Employer for a period of four (4) months or less.

SECTION 9. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

SECTION 10. "Chief" when used hereunder includes the designated representatives of the Chief of Police.

ARTICLE 3.

Management Rights

SECTION 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the

Employer, to-wit:

- A. the right to manage the Employer's operations and to direct the working force;
- B. the right to hire employees;
- C. the right to maintain order and efficiency;
- D. the right to extend, maintain, curtail or terminate operations of the Employer;
- E. the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted;
- F. the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;
- G. the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;
- H. the right to transfer, promote and demote, assign and detain employees;
- I. the right to discipline;
- J. the right to suspend and discharge employees for proper cause;
- K. the right to relieve public employees from duties because of lack of work or for other legitimate reasons;
- L. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- M. the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or nonmembership in the Union.

SECTION 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

Union Rights and Responsibilities

SECTION 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

A. that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

B. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

C. that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

SECTION 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

SECTION 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5.

Work Stoppage

SECTION 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

SECTION 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify or condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

SECTION 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

SECTION 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved.

SECTION 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 6.

Dues Checkoff

SECTION 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

SECTION 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be canceled upon termination of employment.

SECTION 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 7.

Civil Service

SECTION 1. In all matters involving hiring, promotions, demotions, layoffs, suspensions and discharges, the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code of Iowa, Civil Service.

ARTICLE 8.

Seniority

SECTION 1. CIVIL SERVICE EMPLOYEES

A. Seniority matters for Civil Service Employees are under the jurisdiction of Chapter 400, The Code of Iowa, Civil Service, as the same may be amended.

SECTION 2. OTHER EMPLOYEES

A. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period.

B. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer.

C. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive work days without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled work day following completion of a leave of absence or a vacation; engages in other work for pay while on unpaid leave of absence without the written approval of the Chief; or gives a false reason for obtaining leave of absence.

D. If there is a position vacancy as Police Records Clerk, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy on the bulletin board used by the Employer to convey notice to employee's occupying the above positions. The notice shall be posted for seven (7) calendar days during which time an employee, other than a sworn officer, may apply for such vacancy and will be given primary consideration provided that the employee meets the position qualifications established by the Employer.

ARTICLE 9.

Procedure for Staff Reduction

SECTION 1. CIVIL SERVICE EMPLOYEES

A. In all matters involving staff reduction the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code of Iowa, Civil Service.

SECTION 2. OTHER EMPLOYEES

A. In the event the Employer determines that employees must be laid off within a classification, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among effected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the job classification from which the employee has been or is to be laid off, is to be laid off first within the above order. A temporary employee has no recall rights.

B. The Employer agrees, insofar as is possible, to give at least ten (10) working days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

C. Within the job classification, an employee will be returned to work in the reverse order in which that employee was laid off. No new employees will be hired for a job in that classification until an employee laid off from that classification has been given notice of recall.

D. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

E. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE 10.

Job Classification & Assignment

SECTION 1. If an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) working days within the contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

SECTION 2. If an employee is assigned to duty as an Investigator or as a Community Service Officer for a period exceeding twelve (12) working days consecutively, the employee

shall receive supplemental pay as an Investigator or Community Service Officer respectively. All such compensated hours shall count toward cumulative time in those respective assignments.

ARTICLE 11.

Hours of Work

SECTION 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. All employees' normal work schedules shall be posted for the succeeding month ten (10) days' in advance.

SECTION 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

SECTION 3. The normal work schedule for the Police Records Clerk shall commence on a date to be set by the Employer and shall consist of five (5) days followed by two (2) days off. The normal work day shall consist of eight (8) hours of work time which includes two (2) fifteen (15) minute paid breaks per day. In addition, the Police Records Clerk shall be entitled to a one (1) hour unpaid lunch break per day.

SECTION 4. PATROL OFFICER WORK SCHEDULE

A. The normal work schedule for a patrol officer shall commence on a date set by the Employer and shall consist of six (6) days on followed by three (3) days off, six (6) days on followed by two (2) days off, five (5) days on followed by two (2) days off. The normal work day for patrol officers shall consist of eight (8) hours duration, during which the employee shall be given a one-half (1/2) hour paid lunch break. Each patrol officer shall be required to appear fifteen (15) minutes early for a report period which is paid for as part of the annual salary set out in Appendix A. This fifteen (15) minutes will count towards hours worked under Fair Labor Standards.

B. A police officer assigned to duties as an Investigator or a Crime Prevention Officer will normally work eighty (80) hours per two week period with the schedule, work days and work hours to be approved by the Chief.

SECTION 5. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day.

SECTION 6. A work week shall commence at 7:00 a.m. on Sunday and shall end at 7:00 a.m. on the following Sunday. This period also constitutes the work cycle for employees except for those classes set out as follows. A work cycle for a police officer, for Fair Labor Standards purposes, shall commence at 7:00 a.m. on a Sunday and shall end at 7:00 a.m.

twenty-four (24) days later. A work cycle for a police officer assigned to investigation or crime prevention shall commence at and end on the same hours as above but shall be fourteen (14) days long.

ARTICLE 12.

Overtime

SECTION 1. OVERTIME

A. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal work schedule or work day. An employee shall be required to work such overtime as the employer requires. It shall be the policy of the Employer to keep overtime to a minimum. An employee shall be paid overtime for working a shift, which was changed without seven (7) days' notice except for changes as a result for sickness or funerals. However, if any employee is required to work in excess of three (3) days per month due to shift changes to cover sickness, then that employee shall receive overtime pay for the additional shifts. Detectives shall be paid overtime for work over forty (40) hours per week except that they shall be paid overtime for Call-backs (Section 2A) and Shift Changes per this section (Section 1A).

B. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

C. Overtime shall not be used to punish or reward employees.

D. In determining whether an employee is entitled to overtime, all hours for which compensation is paid shall be counted in determining whether an employee is entitled to overtime.

E. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A. A part-time employee who works more than forty (40) hours a work week shall be paid overtime computed as above.

SECTION 2. CALL BACK TIME

A. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours pay at the overtime rate. The minimum does not apply when an

employee is ordered to work within two (2) hours of the employee's regular shift, or is required to stay over for less than two (2) hours beyond the employee's regular shift. Police Officers called in to work prior to a regularly scheduled shift shall be paid for the fifteen (15) minutes normally used for the report period.

SECTION 3. COURT TIME

A. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled work day shifts overlap. In that event, the employee is paid for actual time spent. This clause becomes effective on the execution of this Agreement. The employee shall turn over to the Employer witness fees collected by the employee when received.

B. Court time must be authorized or approved by the Chief and is only payable when the employee is required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

SECTION 4. COMPENSATORY TIME

A. An employee may choose compensatory time off in lieu of payment for overtime or holiday pay under the following conditions.

B. An employee desiring compensatory time off rather than payment shall so notify the Chief in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

C. The Employer shall keep a record of the compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

D. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1 1/2) hours of such time.

E. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. If compensatory time off is denied, a written explanation for the denial shall be given to the employee and to the Union steward.

F. An employee may accrue a maximum of forty-eight (48) hours of compensatory time off. Only twenty-four (24) hours may be used consecutively. It is the policy of the Employer to require that compensatory time off be used as soon as reasonably possible after it

has accrued.

ARTICLE 13.

Holidays

SECTION 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, President's Day, one-half (1/2) day on the Friday preceding Easter, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on the day preceding Christmas and Christmas Day.

SECTION 2. For non-shift employees, if a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday. For shift employees, the actual holiday shall be observed. For purposes of this Article, a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

SECTION 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who is on lay-off, or who is discharged, or who is under suspension will be eligible for holiday pay.

SECTION 4. If a shift employee, including a part-time employee, is scheduled to work a holiday, and does work it, the employee shall receive pay at time and one-half (1 1/2) the employee's current hourly straight time rate of pay. If a shift employee, including a part-time employee, is not scheduled to work a holiday, the employee shall receive pay at time and one-half (1 1/2) the employee's current hourly straight time rate of pay for all hours worked and in addition, hours worked up to a maximum of eight (8) hours on that holiday shall be used in the computation of overtime.

SECTION 5. Each shift employee shall receive eighty (80) hours of additional pay per year, the first of said payments to be made for forty (40) hours on December 1st and the second of said payments to be made for forty (40) hours on June 1st, providing that if an employee does not work a holiday which the employee is scheduled to work, the employee's holiday pay will be cut by the number of hours the employee is not required to work on such holiday. The Employer may require an employee to take a holiday off which the employee is scheduled to work on two (2) occasions during the contract year and only if the Employer gives the employee at least fourteen (14) days notice thereof. The additional pay set out herein shall be pro-rated for a shift employee commencing or terminating employment and for an employee beginning to or ceasing to work a shift, based on the number of holidays occurring during the employee's employment as a shift employee.

SECTION 6. A non-shift employee required to work a holiday shall receive double pay for hours worked on the holiday.

SECTION 7. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

ARTICLE 14.

Vacations

SECTION 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

A. An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of the employee's most recent date of hire shall earn forty (40) hours' vacation with pay at the employee's regular hourly rate.

B. An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire shall earn eighty (80) hours' vacation with pay at the employee's regular hourly rate.

C. An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of the employee's most recent date of hire shall earn one hundred twenty (120) hours' vacation with pay at the employee's regular hourly rate.

D. An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of the employee's most recent date of hire shall earn one hundred sixty (160) hours' vacation with pay at the employee's regular hourly rate.

E. An employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of the employee's most recent date of hire shall earn two hundred (200) hours' vacation with pay at the employee's regular hourly rate.

SECTION 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

A. All vacations earned must be taken by the employee prior to the employee's next anniversary date, provided that up to five (5) days of vacation may be carried over to the next year with the written approval of the Chief.

B. No employee shall be entitled to vacation pay in lieu of vacation, except that an employee who terminates employment, voluntarily or involuntarily, shall receive a lump sum payment for any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken. An employee who dies or who terminates voluntarily and gives (2) weeks prior notice, shall receive a lump sum payment for vacation being earned during the current anniversary year, on a pro-rata basis.

SECTION 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods is reserved exclusively to the Employer.

SECTION 4. No more than one (1) employee, including a supervisor, within a shift, may take vacation at any one time, and no more than three (3) employees from the patrol division, including a supervisor, may take vacation at any one time. Vacation must be taken in increments of at least forty (40) hours provided that a vacation of lesser time may be taken with the written approval of the Chief.

SECTION 5. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation, for Records Clerk, Detectives and Community Service Officer.

ARTICLE 15.

Leaves of Absence

SECTION 1. SICK LEAVE

A. Sick leave shall be used for personal illness and injury subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Workmen's Compensation.

B. An employee shall accumulate eight (8) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) working hours. An employee who has accumulated 960 hours of sick leave and who maintains, the 960 hours for ninety calendar days (90 days) shall be entitled to one eight (8) hour period of paid personal leave. When the employee uses the 8 hour personal leave day, the employee must maintain the 960 hours of sick leave for another 90 days to earn another 8 hour paid leave day. The personal leave days must be taken in an 8 hour block and cannot be accumulated.

C. The Employer reserves the right to require a physician's certification for any absence due to sickness or injury, which certification is to be obtained by the employee at the employee's cost.

D. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than the starting time of the employee's work day, unless the employee is unable to notify the Employer because of an emergency.

E. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligation of the Employer in connection with the unused sick leave time, except that upon retirement or death only, an employee or the estate of the employee will be compensated for one-half (1/2) of unused sick leave. Compensation

will be based on the employee's regular straight time hourly wage as set out in Appendix A. Retirement means only retirements after twenty (20) years or more of full-time employment with the City or an accidental disability benefit retirement and does not include termination prior to retirement.

F. A non-civil service employee may use sick leave to the extent it is available, for an on the job injury or disability. If an employee elects to use sick leave in any period for which an employee is receiving worker's compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

G. Sick leave shall be taken in increments of at least one (1) hour at a time.

H. An employee shall be eligible to use up to twelve (12) days per contract year for family illness or injury that requires the employee to stay at home or for a hospital stay with a family member. Family members for purposes of this section are the employee's spouse, parents, child or stepchild. Family leave may be extended beyond twelve (12) days at the sole discretion of the City Manager.

SECTION 2. FUNERAL LEAVE

A. A regular or probationary employee will be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's spouse, parents, child or stepchild. A regular or probationary employee will be granted not to exceed three (3) days of paid leave in order to attend the funeral of the employee's sister, brother, grandparent, mother-in-law, father-in-law, or member of the employee's immediate household other than stepchild. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral and up to and including two calendar days after the day of the funeral.

SECTION 3. JURY DUTY

A. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

B. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

C. If an employee is subject to call for jury duty, the employee shall promptly notify the Chief.

SECTION 4. MILITARY LEAVE

A. The Employer shall comply with the statute (Section 29A.28, The Code) granting leave of absence for military pay, as the same may be amended from time to time.

SECTION 5. VOTING LEAVE

A. An employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

SECTION 6. LEAVE OF ABSENCE WITHOUT PAY

A. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization.

B. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave.

C. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless such failure to return to work is excused at the discretion of the Employer.

D. An employee may be entitled to a leave of absence without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, or any unused compensatory time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the Employer based on medical grounds, the employee shall be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed six (6) calendar months.

E. During a leave of absence without pay, the employee:

- 1) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- 2) must pay premiums for coverage under any group life insurance plan;
- 3) shall not receive any other job benefits during the period of absence; and
- 4) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (1 - 4) for leaves not exceeding thirty (30) days.

ARTICLE 16.

Grievance Procedure

SECTION 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

SECTION 2. A grievance that may arise shall be processed and settled in the following manner:

A. Step I An employee who has a grievance shall notify orally the employee's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall issue a decision in writing within a period of seven (7) calendar days. The failure of the immediate supervisor to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

B. Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the Chief within seven (7) calendar days after the answer of the immediate supervisor was given or was due, whichever is later. The aggrieved employee shall use the Grievance Report Form attached to this Agreement as Appendix B. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that were in dispute, together with a statement from the employee specifying what relief or remedy is desired. The chief shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the Chief to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

C. Step III. If the grievance is not settled in Step II, the aggrieved employee may present the grievance in writing to the City Manager within seven (7) calendar days after the answer of the Chief was given or was due, whichever is later. This written grievance shall contain the same information as was submitted to the Chief. The City Manager shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Manager to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

D. Step IV. If the grievance is not yet settled in Step III, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the City Manager's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Manager, and signed by the Union. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to

select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

SECTION 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step IV. The Union may also process a grievance on its own.

SECTION 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

SECTION 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

SECTION 6. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive, beyond the date on which the alleged grievance occurred.

SECTION 7. The arbitrator shall not have the power or the authority to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code of Iowa, Civil Service, as amended).

SECTION 8. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 17.

Insurance

SECTION 1. HOSPITAL AND MEDICAL INSURANCE

A. The Employer shall, at no premium cost to the employee, maintain for each employee a health and accident insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. The employee shall pay the deductible costs as set out in the policy. The employee shall also pay the coinsurance cost as set out in the policy.

B. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier, shall be made by the Employer and shall not be grievable.

C. The employee may elect to cover the employee's family under the health and accident insurance policy at no premium cost to the employee. The employee shall pay the deductible cost, as set out in the policy. The employee shall also pay the coinsurance cost as set out in the policy.

D. The policy has a \$400.00 single deductible, \$800.00 family deductible, \$500.00 maximum out of pocket for a single, \$1,000.00 maximum out of pocket for family. The percentage of co-insurance for the employee is on a 80/20 basis within the PPO and 70/30 outside of the PPO.

E. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. A part-time employee will be covered if the average weekly hours worked is equal to or more than required by the terms and conditions of the policy.

SECTION 2. LIFE INSURANCE

A. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

B. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

ARTICLE 18.

Health and Safety

SECTION 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

SECTION 2. The Employer shall be responsible for providing any clothing and equipment, which the Employer requests the employee to wear or to use.

SECTION 3. Clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all clothing and equipment issued to the employee at such time as the employment is terminated.

ARTICLE 19.

Wages

SECTION 1. The regular rate of pay for each classification of employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

SECTION 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

SECTION 3. If a pay day is scheduled to fall within an employee's vacation period, the payroll clerk, upon receipt of a deposit slip and written instructions from the employee, will deposit the employee's paycheck in a named bank or savings and loan account that will accept such checks marked "For Deposit Only."

SECTION 4. An employee shall be paid every other Friday.

ARTICLE 20.

Supplemental Pay

SECTION 1. LONGEVITY

A. Longevity will be paid to employees hired July 1, 1979 through June 30, 2004 for stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
6 years	\$5.00
7 years	10.00
8 years	15.00
9 years	20.00
10 years	25.00
11 years	30.00
12 years	35.00
13 years	40.00
14 years	45.00

15 years	50.00
----------	-------

<u>Required Period Completed</u>	<u>Amount Per Month</u>
16 years	55.00
17 years	60.00
18 years	65.00
19 years	70.00
20 years	75.00

B. Longevity will be paid to employees hired after June 30, 2004 as follows:

<u>Required Period Completed</u>	<u>Amount Per Year</u>
6 years	100.00
10 years	350.00
15 years	600.00
20 years	850.00

C. The appropriate sum will be added to the paycheck of the affected employee, on a pro-rata basis every pay period.

ARTICLE 21.

General Conditions

SECTION 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

SECTION 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

SECTION 3. This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22.

Effective Period

SECTION 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008. Either party may open the contract for the second and third year of the contract to discuss one non-economic language item.

SECTION 2. This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20_____.

CITY OF OSKALOOSA

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES, LOCAL
NO. 2003, I.U.P.A.T. AFL-CIO

By: _____

David D. Dixon, Mayor

By: _____

Business Representative

ATTEST: _____

Marilyn Miller, City Clerk

By: _____

By: _____

APPENDIX A

POLICE DEPARTMENT WAGE SCALE

		<u>FISCAL YEAR 05-06</u>					
	<u>Steps</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>POLICE OFFICERS</u>	Annual	\$29,059	\$30,535	\$32,041	\$33,676	\$35,360	\$37,129
	Hourly	\$13.97	\$14.68	\$15.40	\$16.19	\$17.00	\$17.85
police raise	1.0375						

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>RECORDS CLERK</u>	Annual	\$20,692	\$21,724	\$22,819	\$23,980	\$25,173	\$27,525
	Hourly	\$9.95	\$10.44	\$10.97	\$11.53	\$12.10	\$13.23
clerk raise	1.0375						

PARKING ENFORCEMENT OFFICER \$7.26 per hour

		<u>FISCAL YEAR 06-07</u>					
	<u>Steps</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>POLICE OFFICERS</u>	Annual	\$30,149	\$31,680	\$33,243	\$34,939	\$36,686	\$38,521
	Hourly	\$14.49	\$15.23	\$15.98	\$16.80	\$17.64	\$18.52
police raise	1.0375						

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>RECORDS CLERK</u>	Annual	\$21,468	\$22,539	\$23,674	\$24,879	\$26,117	\$28,557
	Hourly	\$10.32	\$10.84	\$11.38	\$11.96	\$12.56	\$13.73
clerk raise	1.0375						

PARKING ENFORCEMENT OFFICER \$7.53 per hour

		<u>FISCAL YEAR 07-08</u>					
	<u>Steps</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>POLICE OFFICERS</u>	Annual	\$31,280	\$32,868	\$34,489	\$36,249	\$38,062	\$39,966
	Hourly	\$15.04	\$15.80	\$16.58	\$17.43	\$18.30	\$19.21
police raise	1.0375						

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>RECORDS CLERK</u>	Annual	\$22,273	\$23,384	\$24,562	\$25,812	\$27,096	\$29,628
	Hourly	\$10.71	\$11.24	\$11.81	\$12.41	\$13.03	\$14.24
clerk raise	1.0375						

PARKING ENFORCEMENT OFFICER \$7.82 per hour

- A) A police officer assigned to work as a detective shall receive an extra \$150.00 per month for such assignment.
- B) A police officer assigned to work as a community service officer shall receive an extra \$100.00 per month for such assignment.
- C) A police officer assigned to work the canine unit shall receive an extra 1/2 hour of pay at straight time per day for such assignment.
- D) A police officer assigned to work as senior officer shall receive an extra \$0.25 per hour for such assignment.

APPENDIX B

GRIEVANCE REPORT FORM

Local #2003

Name of Grievant: _____

Department: _____ Shift: 1 2 3 Job Classification: _____

Date Received by Departmental Supervisor: _____

STEP II

A. Date Alleged Violation Occurred: _____

B. Date of STEP I oral notification: _____

C. Section(s) of Agreement Violated: _____

D. Statement of Grievance: _____

E. Relief Sought: _____

Association Signature

Date

Grievant Signature

Date

F. Disposition by Chief/Departmental Supervisor: _____

Chief/Departmental Supervisor Signature

Date

STEP III

A. _____
Signature of Grievant Date Date Received by City Manager

B. Disposition by City Manager: _____

Signature of City Manager

Date _____

STEP IV

A. _____
Signature of Grievant Signature of Association President

B. _____
Date Submitted to Arbitration

_____ Date Received by Arbitrator

C. Disposition and Award of Arbitrator: _____

Signature of Arbitrator

Date of Decision